

**BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM**

FACILITIES PLANNING COMMITTEE

February 22, 2018

- Item G.1.** **McNeese State University's** request for approval to enter into a Ground Lease Agreement with the McNeese State University Foundation to replace the artificial turf football field at Cowboy Stadium.

EXECUTIVE SUMMARY

The University is requesting approval to enter into a land lease with the McNeese State University Foundation. The artificial turf football field is in need of replacement. A long-time McNeese State University supporter has donated \$650,000 to the McNeese Foundation to make necessary site improvements and to install new turf in time for the next football season. The cost of the project is estimated to be approximately \$650,000.

To carry out the project, McNeese State University would lease land to the McNeese State University Foundation. The Foundation would enter into a contract with a turf manufacturer to install the new football turf. The Foundation would contract with all necessary engineers, consultants, testing labs, and contractors that may be necessary. Once the turf project is fully completed, the Foundation would donate the new turf to the University free and clear, and the lease would terminate.

The term of this lease would begin on March 1, 2018 and would end at midnight on September 30, 2018, or at such time as donation of improvements is executed, whichever occurs first.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request for approval to enter into a Ground Lease Agreement with the McNeese State University Foundation to replace the artificial turf football field at Cowboy Stadium.

BE IT FURTHER RESOLVED, that McNeese State University shall obtain final review from UL System staff and legal counsel to the Board, and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements prior to execution of documents.

BE IT FURTHER RESOLVED, that the President of McNeese State University and/or his designee are hereby authorized and directed to execute the act of donation described herein and any and all documents necessary in connection with the acceptance of the property donation described herein.

AND FURTHER, that McNeese State University will provide the System office with copies of all final executed documents for Board files.



McNeese State University
Box 93300
Lake Charles, Louisiana 70609
(337) 475-5556 • (800) 622-3352 ext. 5556
Fax (337) 475-5012

Office of the President

January 29, 2018

G 1

Dr. James B. Henderson, President
University of Louisiana System
1201 North Third Street
Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Henderson:

Enclosed are (5) copies of McNeese State University's request for approval to enter into a Ground Lease Agreement with the McNeese State University Foundation to replace the artificial turf football field at Cowboy Stadium.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the February 22, 2018 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel
President

Enclosures

LEASE

STATE OF LOUISIANA

PARISH OF CALCASIEU

KNOW ALL MEN BY THESE PRESENTS THAT:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM, with and on behalf of McNEESE STATE UNIVERSITY represented herein by Dr. Daryl V. Burckel, duly authorized by resolution of said Board of Supervisors,

Hereinafter referred to as "LESSOR" and,

MCNEESE STATE UNIVERSITY FOUNDATION, a non-profit corporation, domiciled in Calcasieu Parish, Louisiana, with its address of Box 91989, Lake Charles, Louisiana 70609, represented herein by its duly authorized representative Richard H. Reid and Willie Mount, President of the McNeese State University Foundation.

Hereinafter referred to as "TENANT", have covenanted and agreed as follows:

WITNESETH

ARTICLE I

LEASE OF PROPERTY

1.1 Lease of Property. Lessor, in consideration of the rent, covenants, agreements and conditions hereinafter set forth, which Tenant hereby agrees shall be paid, kept and performed by Tenant, does hereby lease, let, demise and rent exclusively unto Tenant, and Tenant does hereby rent and lease from Lessor the following described property, together with all improvements thereon, all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Calcasieu Parish, Louisiana, to-wit:

All of the property described on the attached Exhibit A, hereinafter referred to as the "Leased Property".

1.2 Habendum Clause. TO HAVE AND TO HOLD a lease upon the Leased Property unto Tenant, Tenant's heirs and successors.

1.3 Designation of Instrument. This contract of lease, including all term, provisions, covenants, agreements and conditions thereof, is hereafter sometimes referred to as the or this "Lease".

1.4 Purpose. The primary purpose for which Tenant is leasing the Lease Property and for which Lessor is granting this Lease is for Tenant to use the Leased Property described in 1.1 to install artificial turf and required drainage at Cowboy Stadium. Turf Warranty will be in favor of Lessor at time of completion. Plans and specifications for improvements must be approved by Lessor prior to installation.

ARTICLE 2

TERM

2.1 Term. The term of this Lease shall be for a period commencing on March 1, 2018, or upon University official acceptance of the completion of drainage work necessary before installation of the artificial turf, whichever occurs first, and ending at midnight on September 30, 2018 or at such time as donation of improvements is executed, whichever occurs first.

ARTICLE 3

RENT

3.1 Consideration. In consideration of said lease, Tenant agrees to construct, at its sole cost and expense, the improvements described in Article 1.4 in substantial accordance with standards satisfactory to Lessor.

ARTICLE 4

WARRANTY

4.1 Non- Warranty. This lease is made by Lessor and accepted by Tenant without any warranty of title or recourse whatsoever against Lessor, and without any warranty as to the fitness of the Leased Property.

4.2 Access. Lessor reserves the right, and shall, at all times, have access to the Leased Property for the exercise of all rights as Owner not specifically leased hereunder.

ARTICLE 5

UTILITIES

5.1 Payment. Lessor shall pay all utilities incurred with the operation of the Leased Property, as well as all deposits and service charges in connection therewith.

ARTICLE 6

MAINTENANCE AND REPAIRS

6.1 Obligation to Maintain. Tenant shall be obligated to keep the Leased Property in a reasonable state of cleanliness, considering the contractual activities contemplated by Tenant.

6.2 Right of Inspection. Lessor shall, at all reasonable times, have access to the Leased Property for purposes of inspection of the same.

6.3 Regulations. Tenant hereby agrees that it shall comply with all laws and ordinances regulating its operations of Leased Property and that it will secure, at its own expense, all necessary permits and licenses from all governmental agencies or bodies.

ARTICLE 7
IMPROVEMENTS

7.1 Ownership. Tenant agrees that all permanent improvements or alterations made to the Leased Property, shall become the property of Lessor and Tenant shall not be entitled to any credit, reimbursement or payment for such improvements. At the end of the lease period, Tenant shall donate or execute any other document necessary to convey any movable property which is incidental to or an accessory to the permanent improvement constructed on the Leased Property by Tenant.

7.1.2 Liens. Tenant, in connection with any work, construction, alteration or remodeling of Leased Property does hereby agree to indemnify, defend and hold Lessor harmless from any lien or privilege which may be filed against the Leased Property by virtue of any work or improvements done by or for the account of Tenant, the agents, contractors or subcontractors, and Tenant shall remove by payment or bonding, any such lien or privilege within thirty (30) days of filing of the same.

7.2 Installation of Movables. Tenant shall have the right to install any furniture, fixtures, equipment, machinery or other chattels or property of a similar non-permanent nature on the Leased Property.

7.2.1 Ownership. Lessor agrees that the title to all property placed on the Leased Property by Tenant as described in 7.2 shall be vested and remain with Tenant during the term of this Lease.

ARTICLE 8

INSURANCE

8.1 Insurance by Tenant. During the term of this Lease Tenant shall, at Tenant's sole cost and expense, keep and maintain the following policies of insurance for the coverage and amounts set forth under each described insurance. The terms and conditions of said policies shall meet all of the standards, specifications, and conditions outlined on the attached Exhibit B.

8.1.1 Builder's Risk and Fire and Extended Coverage. Fire and extended coverage, together with vandalism and malicious mischief insurance for the full insurable value of the Leased Property and all improvements situated on the Leased Property, so as to avoid a co-insurance penalty at the time of any loss.

8.1.2 Comprehensive General Liability Insurance. Comprehensive general liability insurance insuring Tenant and Lessor against liability to the public or to any person using or present on the Leased Property, including the building and improvements located thereon during the term of the lease or any extension thereof, which insurance shall be in the amount of \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. Policy coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

8.1.3 Named Insured. All policies of insurance shall state Lessor as a named insured, and, if applicable, contain a loss payable clause for the benefit of Lessor and/or be properly endorsed with a waiver of subrogation against Lessor.

8.1.4 Non-Cancellation Agreement. Each policy of insurance shall, to the extent obtainable, contain an agreement by the insurer that such policies shall not be canceled unless at least thirty (30) days prior written notice is given to Lessor.

8.2 Certificates of Insurance. Tenant shall provide Lessor, within five (5) days after the effective date of this Lease, certificates of insurance evidencing the effectiveness of the insurance coverage required under 8.1, which certificates of insurance shall bear notations evidencing the payment of premiums or accompanied by other reasonable evidence of such payment by Tenant.

ARTICLE 9

TAXES AND ASSESSMENTS

9.1 Personal Property Taxes. Tenant shall be responsible for all property taxes or assessments during the terms of this lease, on the personal property, equipment, leasehold interest, furniture and fixtures, whether movable or immovable, which Tenant may place on the Leased Property.

ARTICLE 10

INDEMNITY

10.1 Indemnity. Tenant shall indemnify, defend and hold harmless Lessor of and from any and all suits, claims, actions, causes of action, losses, expenses or damages, including attorney's fees, relating to, in connection with, or arising out of or resulting from the use and enjoyment of the Leased Property and all privileges granted herein by this Lease to Tenant, with respect to all persons, including all agents, employees, servants or invitees of Tenant, as well as all property, whether emanating by way of intentional acts, negligence, non-performance or strict

liability, and Lessor is further extended the immunity from liability provided by LSA-R.S. 9:3221. As a further consideration of this contract, Tenant, for itself and its successors, assigns, agents, contractors, employees, invitees, customers and licensees, especially releases Lessor from any and all warranties against vices and/or defects, of the Leased Property and all liability for damages suffered from said vices and/or defects and Tenant obligates itself to hold Lessor harmless against any loss for damages or injuries that may be suffered by any person, including Tenant's agents, contractors, employees, invitees and licensees, caused by or resulting from any defects of the Leased Property. In addition, Tenant agrees to defend Lessor in any legal action against it and pay in full or satisfy any claims, demands, or judgments made or rendered against Lessor and to reimburse Lessor for any legal expense, including attorney's fees and court costs, which may be incurred by it in defense of any claim or legal action.

ARTICLE 11

ASSIGNMENT OR SUBLEASE

11.1 Assignment or Sublease. Tenant shall not have the right to assign the Lease in whole or in part, nor sublet the Leased Property, in whole or part, without the prior written consent of Lessor. Any attempted assignment or sublease without the written consent of Lessor shall be null and void as to Lessor.

ARTICLE 12

DEFAULT

12.1 Default. If Tenant shall default in any condition or covenant of this Lease, and if such default continues for a period of thirty (30) days after Lessor has notified Tenant of such default and its intention to declare the Lease forfeited, it is thereupon considered terminated or

should an execution be issued against Tenant then, and in such event, this lease shall become null and void.

12.2 In the event of default, Tenant agrees to pay all costs of eviction, repossession, or other judicial remedies available by law and agrees to pay reasonable attorney fees. Lessor shall be entitled to twelve (12%) per annum interest on such amount due after default until paid and said attorney fees shall not be less than (15%) nor more than twenty-five (25%) of the amount due.

ARTICLE 13

NOTICES

13.1 Notices. Any notice, communication, and/or consent provided or permitted to be given, made or accepted by either party must be in writing, and unless otherwise expressly provided herein, shall be deemed properly given or served only if delivered personally to the other party hereto or sent by certified mail, return receipt requested, to the respective parties at the following address:

Lessor: c/o Eddie P. Meche
Vice President for Business Affairs
Box 93295
Lake Charles, LA 70609

Tenant: c/o Richard H. Reid
Vice President for Development/Foundation
Box 91989
Lake Charles, LA 70609

Notice deposited in the mail in the manner set forth above shall be effective, unless otherwise stated in this Lease, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. The parties hereto shall have the right to change their respective addresses for the receipt of notices only upon giving of at least fifteen (15) days written notice to the other party by way of certified mail, return receipt requested.

ARTICLE 14

SURRENDER OF POSSESSION

14.1 Surrender of Possession. At the expiration of the Lease, or its termination for other causes, Tenant is obligated to immediately peaceably surrender possession to Lessor. Tenant expressly waives any notice to vacate at the expiration of this Lease and all legal delays, and hereby confesses judgment, including costs, placing Lessor in possession to be executed at once. Should Lessor allow or permit Tenant to remain on the Leased Property after the expiration of this Lease, or the expiration of any renewal term of this lease, such shall expressly not be construed as a reconduction of this Lease.

ARTICLE 15

SPECIFIC PERFORMANCE

15.1 Specific Performance. Should Lessor or Tenant fail to perform any of the respective obligations of each set forth in this lease, then the other party shall have the right to demand specific performance and/or damages, plus reasonable attorney's fee.

ARTICLE 16

BINDING EFFECT

16.1 Binding Effect. With the exceptions hereinabove mentioned, all the covenants, provisions, terms and agreements and conditions of this lease shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto as fully as upon said parties.

ARTICLE 17

GENDER

17.1 Gender. Where the word "Lessor" or the word "Tenant" occurs in this instrument or is referred to the same shall be construed as singular or plural, masculine, feminine or neuter, as the case may be.

ARTICLE 18

SEVERABILITY

18.1 Severability. If any provisions of this Lease shall be construed to be illegal or invalid, it shall not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provisions shall be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein. All other provisions hereof shall continue in full force and effect.

ARTICLE 19

EFFECTIVE DATE

19.1 Effective Date. The effective date of this Lease, irrespective of the date of execution by Lessor or Tenant, shall be March 1, 2018.

[Signature Page Follows]

THIS DONE AND PASSED in the presence of and

_____ . competent witnesses, in the City of Lake Charles, Parish of Calcasieu,

State of Louisiana on this _____ day of _____, 2018.

WITNESSES:

MCNEESE STATE UNIVERSITY
FOUNDATION

Richard H. Reid

Willie Mount

WITNESSES:

MCNEESE STATE UNIVERSITY

Dr. Daryl V. Burckel

**** EXHIBIT B ****

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability "occurrence" coverage form CG 00 01 (current form approved for use in Louisiana). **"Claims Made" form is unacceptable.**
2. Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana). The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employer's Liability coverage. Exception: Employer's liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers, or 2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.
- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers' compensation coverage only.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Exhibit A

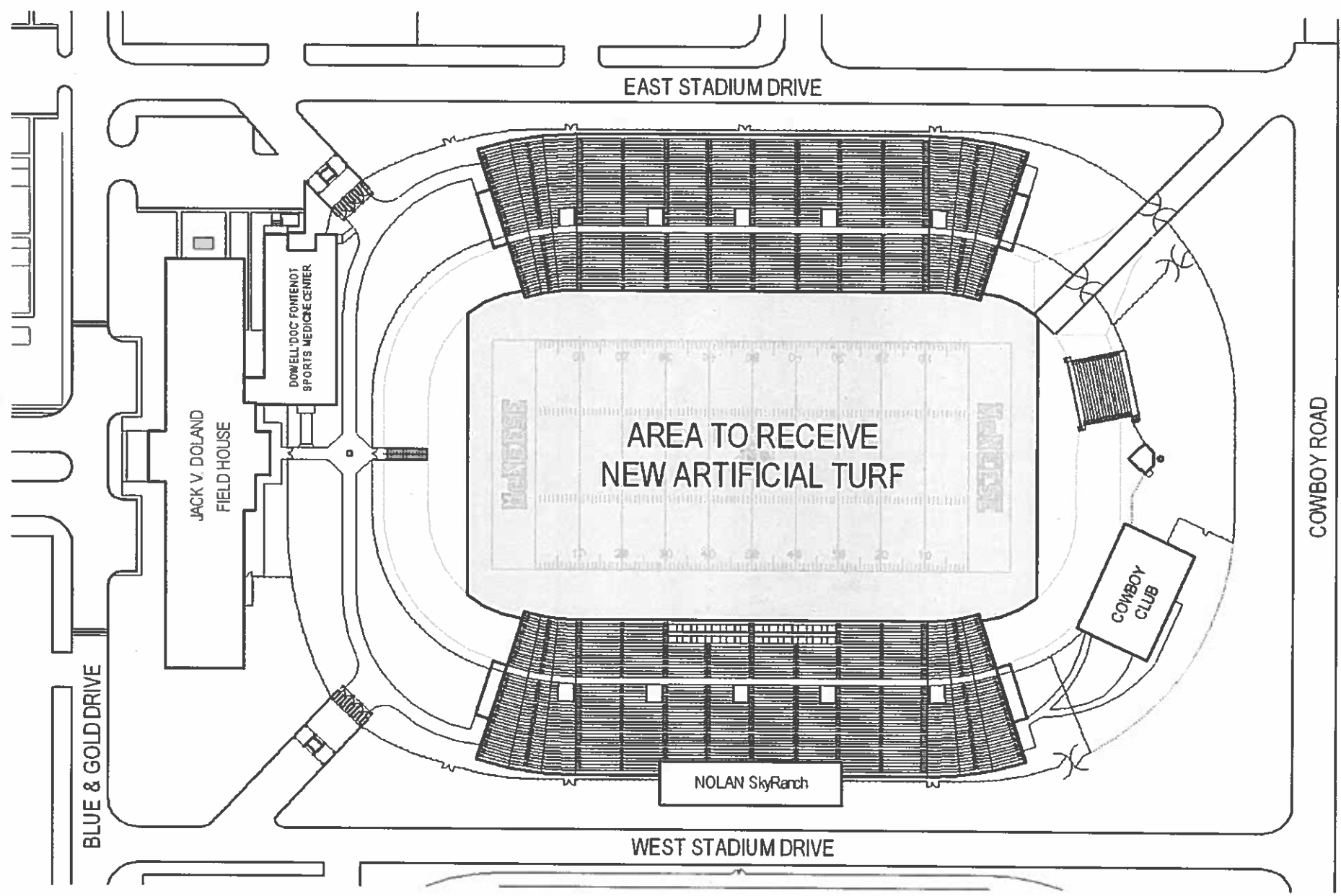


EXHIBIT A - SITE PLAN
McNEESE STATE UNIVERSITY

**BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM**

FACILITIES PLANNING COMMITTEE

February 22, 2018

Item G.2. McNeese State University's request for approval to rename its softball field "Joe Miller Field."

EXECUTIVE SUMMARY

McNeese seeks approval to rename its softball field "Joe Miller Field" to honor Mr. Joseph T. Miller, Sr., for his support of the program and for his financial contributions of nearly \$400,000 to the softball program for facility upgrades since 2015. The field is currently known informally as "Cowgirl Field." In addition to his military service and a lifetime of community service in the Southwest Louisiana region, Mr. Miller currently serves on the McNeese Foundation Board of Directors, where he has served a two-year term as President and has chaired the Budget Committee since 1989. Because of his numerous contributions to McNeese and to the community, he has been awarded an honorary doctorate by McNeese and has received the Distinguished Service Award from the McNeese Foundation and an honorary membership in the Beta Gamma Sigma honorary fraternity sponsored by McNeese's Burton College of Business.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request to rename its softball field "Joe Miller Field."



McNeese State University
Box 93300
Lake Charles, Louisiana 70609
(337) 475-5556 • (800) 622-3352 ext. 5556
Fax (337) 475-5012

Office of the President

G 2

February 7, 2018

Dr. James B. Henderson, President
University of Louisiana System
1201 North Third Street
Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Henderson:

Enclosed are (5) copies of McNeese State University's request to rename its softball stadium "Joe Miller Field."

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the February 22, 2018 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel
President

Enclosures



McNeese State University
Box 93300
Lake Charles, Louisiana 70609
(337) 475-5556 • (800) 622-3352 ext. 5556
Fax (337) 475-5012

Office of the President

February 7, 2018

Dr. James B. Henderson
University of Louisiana System
1201 North Third Street
Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Henderson:

I request approval for McNeese State University to rename its softball stadium "Joe Miller Field" to honor Mr. Joseph T. Miller, Sr.

Following is a summary of Mr. Miller's accomplishments. In addition to the accomplishments listed below, he has generously funded the renovation of the softball facility with gifts totaling nearly \$400,000.

Born in 1926, Mr. Miller served in the U.S. Navy during WWII from 1944-46. While serving in the Navy, he attended Mississippi College and later Duke University. Over a lifetime of community service he has served as an officer, trustee or director on a variety of boards and committees for the local community, which include the F. Miller and Sons Construction Company, the Lake Charles Rotary Club, the McNeese State University Foundation Board of Directors (where he served a two year term as President and has been the Chairman of the Budget Committee since 1989), the Foreman-Reynaud Community Center, the City of Lake Charles Recreational Advisory Committee, the First United Methodist Church, Lake Charles Associated General Contractors, the State Highway and Heavy Associated General Contractors, First National Bank, Lake Charles Memorial Hospital, the American Heart Association, Campfire USA and United Way of Southwest Louisiana. He served as a volunteer at Abraham's Tent and a volunteer reader at the Head Start Program at J.D. Clifton Elementary School in Lake Charles, LA.

Mr. Miller has received several awards in recognition of his many years of service to the community, which include the Distinguished Service Award by the McNeese State University Foundation, honorary membership with Beta Gamma Sigma at McNeese State University's Burton College of Business, the Distinguished Citizen Award by Calcasieu Area Council Boy Scouts of America and the Angel Award for Public Service with Area Youth by Blue Cross Blue Shield of Louisiana. He coached South Lake Charles Little League Baseball for 40 years and was Vice President of the Little League for 36 years.

I have attached a more detailed resume of his accomplishments for your review. Thank you for your approval of this request to honor him for his many contributions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Burckel', with a large, stylized initial 'D'.

Dr. Daryl V. Burckel
President

Joseph T. Miller, Sr.

Mr. Joseph Thomas Miller, Sr. was born in Lake Charles in 1926. He is the fifth child of eight children born to Frank and Laura Chavanne Miller. While in the fourth grade at Central Elementary School, he met his future wife, Mary Joyce Sloan.

Mr. Miller graduated from Lake Charles High School in May 1944. Shortly thereafter, he entered the U.S. Navy in July of 1944 in the V-12 Officer Training Program. As an Officer Trainee, he attended Mississippi College and later Duke University. Mr. Miller was discharged from the Navy in August 1946.

In 1945, he married Mary Joyce, and together they had seven children. They now have 25 grandchildren and twelve great grandchildren.

Currently, he resides in Lake Charles, Louisiana where he is a member of the First United Methodist Church of Lake Charles where he serves on the church council.

Past Contributions:

- Member of First United Methodist Church of Lake Charles. Mr. Miller is currently serving on the Church Council. Previously he has served as Trustee of the church as well as the Board of Trustee and President of the Board.
- He served as President of F. Miller and Sons Construction Company from 1960 to 2006.
- He is a past member, Director and President of the Lake Charles Associated General Contractors.
- Served as President for the State Highway and Heavy Associated General Contractors of America.
- Served as a board member and President of Louisiana Council of Associated General Contractors.
- He was the Director of First National Bank of Lake Charles for 34 years.
- Served as a member of the Board of Directors of Lake Charles Memorial Hospital Association for 41 years with six terms as President.
- Served as board member of the American Heart Association for 35 years with two terms as President.

- Received the Distinguished Service Award by McNeese State University Foundation.
- Received an honorary membership with Beta Gamma Sigma at McNeese State University, College of Business.
- Recognized as a Distinguished Citizen by Calcasieu Area Council Boy Scouts of America.
- Received the Angel Award for Public Service with area youth by Blue Cross Blue Shield of Louisiana.
- Recognized as Citizen of the Year by the Chamber of Commerce of Southwest Louisiana.
- He coached South Lake Charles Little League Baseball for 40 years and was Vice President of the Little League for 36 years.
- He was crowned king of the Krewe of Mystique in 2006.
- Served on the City of Lake Charles Recreational Advisory Committee.
- Served on Campfire USA Board and as the President of the Board.
- Served on the Board of Directors and as President of United Way of Southwest Louisiana for eight years.
- Served as a member of the Lake Charles Rotary Club.
- Served as a volunteer at Abraham's Tent.
- Served as a member of the Board of Directors for 40 years at the Foreman-Reynaud Community Center. Currently serving as President. He has held this position for the past 12 years. Served also as a volunteers tutor for needy children.
- Served as a volunteer reader at the Head Start Program at J.D. Clifton Elementary School.

Current Position:

- A member of the McNeese State University Foundation Board of Directors from 1972 to present. Served a two year term as President and has been the Chairman of the Budget Committee since 1989.

**BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM**

FACILITIES PLANNING COMMITTEE

February 22, 2018

- Item G.3.** Nicholls State University's request for approval to lease 6,350 square feet of office space at the Theodore Duhé Building located in Houma, Louisiana, to the START Corporation.

EXECUTIVE SUMMARY

As allowed by R.S. 17:3361 (2)(a), the University is requesting approval to lease 6,350 square feet of office space in its Theodore Louis Duhé Building, located at 235 Civic Center Boulevard in Houma, Louisiana to the START Corporation. This corporation is a 501(c)(3) non-profit corporation with a mission to provide services to the public of the University's service region by promoting opportunities to enhance the self-sufficiency of people who are impaired in their abilities to live and function independently.

The START Corporation has successfully established numerous programs to provide supportive housing, case management, social skills training, residential services, a clubhouse, and a Peer to Peer program for persons with low incomes and/or behavioral, physical, or developmental challenges and disabilities.

These services align with Nicholls State University's mission, vision, and values that promote citizenship, concern for self and others, and the desire for a better world by embracing and promoting core values of civic responsibility, diversity, excellence, integrity, leadership, respectfulness, and responsibility. The lease will allow the START Corporation and the University to work together in a collaborative manner to provide services to the public of Nicholls' service region, and allow for student learning experiences through clinical opportunities.

The START Corporation will pay \$11.81 per square foot, or \$75,000 annually. The initial lease period will be for five years, with the opportunity to renew the lease for additional five-year periods.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University's request for approval to lease 6,350 square feet of office space at the Theodore Duhé Building located in Houma, Louisiana, to the START Corporation.

BE IT FURTHER RESOLVED, that Nicholls State University shall obtain final review from UL System staff, legal counsel and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements.

BE IT FURTHER RESOLVED, that the President of Nicholls State University and his or her designee is hereby designated and authorized to execute any and all documents necessary to execute the Lease Agreement.

AND FURTHER, that the University will provide the System office with copies of all final executed documents for Board files.



Office of the President

P.O. Box 2001 | Thibodaux, LA 70310 | 985.448.4003 | 985.448.4920 [F]

G 3

January 29, 2018

Dr. Jim Henderson
System President
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Henderson:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the February 22, 2018, meeting of the Board of Supervisors for the University of Louisiana System.

Request approval to enter into a lease agreement with the START Corporation at the Nicholls State University Duhe` Building in Houma, LA

Thank you for your assistance in this matter.

Sincerely,

John Ciune
President

JC/jms

Enclosures

pc: Dr. Sue Westbrook, Interim Provost and Vice President for Academic Affairs
Dr. Todd Keller, Associate Vice President for Academic Affairs
Dr. Eugene Dial, Vice President for Student Affairs
Mr. Terry Braud, Vice President for Finance and Administration
Mr. Alex Arceneaux, Chief of Staff
Internal Auditor
Dr. David Whitney, Faculty Senate President/ Faculty Association Representative
Mrs. Renee Hicks, Executive Director of Planning and Institutional Effectiveness

LEASE

The Board of Supervisors of The University of Louisiana System on behalf of Nicholls State University to the START Corporation

WHEREAS this Lease (the "Lease") is made and entered into by and between The Board of Supervisors of the University of Louisiana System ("ULS") on behalf of Nicholls State University (hereinafter referred to as the "LESSOR"); and the START Corporation, a 501 (c)(3) non-profit corporation, having its principal place of business at 420 Magnolia Street, Suite 101, Houma, LA 70360, (hereinafter referred to as the "LESSEE"); provides as follows:

WITNESSETH:

WHEREAS, in accordance with R. S. 17:3361 (2)(a), for a public purpose, the University of Louisiana System Board of Supervisors may execute a lease to a non-profit corporation; and

WHEREAS, LESSOR's Duhe' Building Facility has available office space for the LESSEE to use to fulfill their mission and the University's mission to provide services to the public of the University's service region by promoting opportunities to enhance the self-sufficiency of people who are impaired in their abilities to live and function independently; and

WHEREAS, LESSOR's mission, vision, and values that promote citizenship, concern for self and others, and the desire for a better world by embracing and promoting core values of civic responsibility, diversity, excellence, integrity, leadership, respectfulness and responsibility; and

WHEREAS, the lease will allow the START Corporation and the University Departments to work together in a collaborative manner in providing services to the public of Nicholls' service region, and allow for student learning experiences through clinical opportunities.; and

WHEREAS, The ULS Board of Supervisors hereby enters into this lease on behalf of LESSOR in accordance with the authority set forth in Louisiana Revised Statutes 17:3361, et seq., which require, in particular part, that for a public purpose, the property of the LESSOR may be leased for such activities;

NOW, THEREFORE, in consideration of (1) LESSEE's obligation to provide services to the public of the University's service region, and (2) the mutual benefits accruing to the parties under this Lease, the parties do enter into this Lease on the following terms and conditions:

1. ENGAGEMENT OF LESSEE; TERM:

LESSEE shall lease from LESSOR certain property (defined herein below as the "Leased Premises") and shall conduct services to the public on said Lease Premises in accordance with the provisions of this Lease.

The term of this agreement shall commence on March 01, 2018 shall terminate on February 28, 2023. Thereafter this Agreement may be extended in additional five (5) year increments if mutually agreed upon in writing by the parties. In Accordance with the provisions of Louisiana Revised Statute 17:3361, the maximum length of the lease with any and all agreed upon extensions shall not exceed a period of ninety-nine (99) years from the date of inception of the initial lease.

The consideration of this lease is the payment by the LESSEE to LESSOR the sum of Seventy Five Thousand 00/100 Dollars (\$75,000.00) annually (\$11.81102362 per square foot X 6,350 square feet) in Twelve (12) equal payments of Six Thousand Two Hundred Fifty 00/100 Dollars (\$6,250.00) each payment, the first installment being March 01, 2018 and the remaining installments due and payable respectively on the 1st day of each month thereafter.

2. DEFINITIONS

The following words and phrases when used in this Agreement or any amendment hereto, shall have the meaning given to them in this paragraph:

- A. **"Lease":** This lease, and any properly executed amendment thereto shall constitute the entire agreement between the parties and shall supersede all prior oral or written agreements or understandings.
- B. **"Duhe' Building":** The leased area, personal property and facilities made available by LESSOR to LESSEE for the provision of the Duhe' Building Office space as more fully described in Paragraph 3.A below.
- C. **"Proprietary Materials":** Those computer software programs, signage, marketing and promotional literature, and material, trademarks, service marks and logos owned by LESSEE or licensed to LESSEE by third parties.

3. FACILITIES AND EQUIPMENT:

- A. **University Duhe' Building Facility Office Space :** LESSOR shall make available to LESSEE the 6,350 square feet of the Duhe' Building Facility Office Space located at 235 Civic Center Blvd., Houma, LA 70360, a facility of Nicholls State University under this agreement. As such, the LESSOR will be responsible for providing adequate services to the facility including heat, refrigeration, sewage, water and utilities, garbage service, as needed for the operation of the Duhe' Building Facility. LESSEE will be responsible to reimburse the University for all Utility Expenses (Electricity, Gas, Water, Sewerage and Garbage) based upon the utility cost per square for utility expenses that may increase as a result of the LESSEE' s use of the leased office space. The utility expense to be reimbursed shall be determined by prorating the monthly utility costs incurred at the location based on the square footage occupied by LESSEE and LESSOR, less a Seven Hundred Fifty and No/100 (\$750.00) Dollar per month allowance granted by LESSOR unto LESSEE. Said allowance amount shall remain in effect for the duration of the initial term of this Lease and extensions hereto, unless otherwise modified in writing and agreed to by both parties. Utility expenses shall be invoiced by LESSOR to LESSEE on a quarterly basis and payable upon receipt.

The University shall at all times have access to the Duhe' Building Facility and be able to conduct inspections of facilities as deemed in the best interests of the University.

The LESSEE is responsible for supplying any and all equipment and furniture necessary for their operation of the services they provide to the public.

- B. Repair, Replacement and Maintenance:** LESSOR shall furnish general maintenance and repair of the Duhe' Building Facility major infrastructure equipment such as HVAC, roof, drains within floor slab, plumbing maintenance, and water and sewer main service pipelines. LESSEE shall furnish general maintenance and repair of the Duhe' Building Facility for routine and regular maintenance items pertaining to the occupied space including, but not limited to, lighting, walls and doors, windows/window treatments, and any damages caused to the space by LESSEE. Disposition of any movable property previously owned by the LESSOR and used by the LESSEE must be handled pursuant to State regulations.

LESSOR shall be responsible for compliance with all Federal, State, and Local safety and health laws and regulations with respect to the Duhe' Building Facility; LESSEE shall be responsible for compliance with all applicable Federal, State and Local safety and health laws and regulations regarding the use of the Duhe' Building Facility.

The LESSEE is responsible to provide internet service necessary for their operations. LESSEE may, at their option, provide their own telephone service, or use the existing telephone service provided to the building. Should the LESSEE choose to use the existing telephone service provided to the building, then the LESSEE shall be required to reimburse the University the cost associated with the telephone service and any long distance charges the LESSEE may incur. LESSOR shall invoice LESSEE on a quarterly basis for any long distance charges incurred on a per month basis, said invoice being payable upon receipt.

4. CLEANING RESPONSIBILITIES

The LESSEE shall be responsible for janitorial services for the leased office space area, maintenance and repair of the equipment they own.

5. PERSONNEL:

- A.** The LESSEE agrees that, at all times, the employees of the LESSEE furnishing or performing services under the lease shall do so in a proper, workmanlike, and dignified manner. The LESSOR reserves the right to require the LESSEE to remove any employee employed by the LESSEE when the LESSOR deems it to be in the University's best interests. All employees provided by the LESSEE shall be properly certified for the services they perform
- B.** The LESSEE agrees that all persons working for or on behalf of the LESSEE whose ties bring them upon the LESSOR's premises shall obey all University policies, police security measures and vehicle regulations that are established by the University and shall comply with the reasonable directives of its University representatives and Police Officers.
- C.** The LESSEE shall be responsible for the acts of its agents and employees while on the LESSOR's premises. Accordingly, the LESSEE agrees to take all necessary measures to prevent injury and loss to persons or property located on the LESSOR's premises. The LESSEE shall be responsible for all damages to persons or property caused by the LESSEE or any of its agents or employees. The LESSEE shall promptly repair, to the specifications of the LESSOR's Physical Plant Operations Department, any damage that the LESSEE, its agents or employees, may cause to the LESSOR's premises or equipment.

- D. The LESSOR shall not discriminate because of race, color, religion, sex, sexual orientation, age, national origin, disability, or status as a Vietnam Veteran, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination, or other employment-related activities concerning employees of the LESSEE. The LESSEE affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal state, and local laws and regulations.

6. LICENSES, PERMITS AND TAXES

LESSEE shall obtain all Federal, State and Local licenses and permits required to operate its business activities in the Duhe' Building, and shall be responsible for all sales, use, excise, state and local business, income taxes, inventory and LESSEE owned property attributable to the operations at the Duhe' Building.

7. OPERATIONS:

- A. The LESSOR and the LESSEE shall confer after final execution of the lease contract to establish the operating hours of the leased space. As a general guide, usual and customary business operating hours shall be adhered to.
- B. Operating hours may be altered during the term of the lease should the need arise due to the services provided by the LESSEE. Any adjustments to the operating hours shall be reported to the LESSOR'S Contract Coordinator in writing.

8. INSURANCE:

The LESSEE shall furnish the LESSOR with certificates of insurance effecting coverage(s) required by LESSOR. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the LESSOR before service or work commences. The LESSOR reserves the right to require complete certified copies of all required policies, at any time.

The LESSEE shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the LESSEE, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the LESSEE'S proposal.

The LESSEE, prior to commencing service or work, shall provide at its own expense, proof of the following insurance coverage required by the contract to the LESSOR in insurance companies authorized in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best's rating of A: VI or higher. This rating requirement may be waived for workers' compensation coverage only.

- A. Workers' Compensation and Employers Liability: Workers' Compensation shall be in

compliance with the Workers Compensation law of the State of the Proposer's Headquarters, or the Workers' Compensation limits as required by the Labor Code of the State of Louisiana, whichever is greater. Employers Liability shall be included with a minimum limit of \$500,000 per accident/per person/per disease.

The insurer shall agree to waive all rights of subrogation against the University, its officers, officials, employees and volunteers for losses arising from work performed by the LESSEE for the LESSOR.

- B. Comprehensive General Liability: \$1,000,000 minimum limit per occurrence and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

The policies are to contain, or be endorsed to contain, that the LESSOR, its officers, officials, employees, boards and commissions and volunteers are to be added as "additional insured" as respects liability arising out of activities performed by the LESSEE, products and completed operations of the LESSEE, and premises occupied or used by the LESSEE.

- C. Automobile Liability: \$1,000,000 minimum combined single limit per occurrence The ISO form CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-part bodily injury and property damage liability.

The policy shall provide coverage for owned, hired, and nonowned coverage. If an automobile is to be utilized in the execution of this contract and the contractor does not own a vehicle, then proof of hired and nonowned coverage is sufficient.

- D. An Umbrella Policy may be used to meet minimum requirements. In addition to the Certificate of Insurance, LESSOR shall submit the Declaration Page and the cancellation provision endorsement for each insurance policy. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the LESSOR.

Any deductibles or selfinsured retentions must be declared to and approved by the LESSOR. At the option of the LESSOR, either: the insurer shall reduce or eliminate such deductibles or selfinsured retentions as respects the LESSOR, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- C. Subcontractor Insurance

The LESSEE shall include all subcontractors as insureds under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the LESSEE.

9. Record Ownership

All records, reports, documents, or other material related to any contract resulting from this Lease and/or obtained or prepared by LESSEE and/or its designee in connection with the performance of the services during the term of this Lease shall become the property of Nicholls and shall, upon request, be returned by LESSEE to Nicholls, at LESSEE's expense, at termination or expiration of this agreement.

10. FORCE MAJEURE

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

11. CONFIDENTIAL INFORMATION AND PROPRIETARY MATERIALS:

A. Confidential Information: LESSOR accepts and appreciates LESSEE's request for preservation of certain aspects of its operating processes, programs, procedures and other related business activities and documents (i.e. policy and procedure manuals, technical manuals and computer programs). LESSOR will honor LESSEE's request for confidentiality for those documents and related business practices, which are not subject to Louisiana Revised Statute 44:1 et seq., Public Records law.

B. Proprietary Materials:

LESSOR agrees that all computer software programs, signage and marketing and promotional literature and material (collectively referred to as "Proprietary Materials"), used by LESSEE on LESSOR's campus in connection with LESSEE's operations provided by LESSEE under this Lease, shall remain property of LESSEE. Upon termination of this Lease, all use of trademarks, service marks, and logos owned by the LESSEE or licensed to LESSEE by third parties shall be discontinued by LESSOR, and LESSOR shall immediately return to LESSEE all Proprietary Materials.

12. NOTICE:

Any notice required under the Lease shall be in writing and may either be given by personal delivery or sent by registered or certified mail to the other party. Notification to the LESSEE shall be to the last known address on file with the University, unless otherwise amended in the Lease.

Notification to the LESSEE shall be sent to:

Start Corporation
Attn:
420 Magnolia Street
Suite 101
Houma, LA 70360

Notification to the LESSOR shall be sent to:

Nicholls State University

Terry G. Dupre
Director of Purchasing, Property Control
and Support Services Administration
P. O. Box 2052
Thibodaux, LA 70310

13. ENTIRE AGREEMENT AND AMENDMENTS:

This Lease, and any properly executed amendment thereto, shall constitute the entire agreement between the parties and shall supersede all prior oral or written agreements or understandings.

Obligations of the parties set forth in this Lease arising out of events occurring during the life of this Lease shall survive the termination of this Lease.

The Terms of this Lease may not be changed, modified, or amended except in a writing signed by both parties.

14. WAIVER:

The failure of LESSEE or LESSOR to exercise any right or remedy available under this Lease upon the other party's breach of the terms, representations, covenants, or conditions of this Lease or the failure to demand the prompt performance of any obligation under this Lease shall not be deemed a waiver of (i) such right or remedy; (ii) the requirement of punctual performance; or (iii) any right or remedy in connection with subsequent breach or default on the part of the other party.

15. TERMINATION:

A. TERMINATION OF THIS AGREEMENT FOR CAUSE

LESSOR may terminate this agreement for cause based upon the failure of LESSEE to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that LESSOR shall give the LESSEE written notice specifying the LESSEE'S failure. If within thirty (30) days after receipt of such notice, the LESSEE shall not have corrected such failure or, in the case of failure which cannot be corrected in (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then LESSOR may, at its option, place the LESSEE in default and the Agreement shall terminate on the date specified in such notice.

The LESSEE may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of LESSOR to comply with the terms and conditions of this agreement, provided that the LESSEE shall give LESSOR written notice specifying LESSOR'S failure and a reasonable opportunity for LESSOR to cure the defect.

B. TERMINATION OF THIS AGREEMENT FOR CONVENIENCE

LESSOR may terminate this Agreement at any time by giving thirty (30) days written notice to LESSEE of such termination or negotiating with the LESSEE an effective date.

C. TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuance of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

16. INDEMNIFICATION AGREEMENT (HOLD HARMLESS)

The LESSEE agrees to protect, defend, indemnify, save and hold harmless the LESSOR, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Lessee, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by Lessee as a result of any claim, demands, and/or causes of action except of those claims, demands, and /or causes of action arising out of the negligence of the LESSOR, the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. LESSEE agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

17. GOVERNING LAW

The Lease, and all matters or issues related to it, shall be governed by and shall be in accordance with the laws of the State of Louisiana.

If any provision of the Lease, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the Lease or the validity or enforceability of the Lease.

18. SEVERABILITY

The presence in the text of this agreement of any clause, sentence, provision, paragraph or article held to be invalid, illegal, or ineffective by a court of competent jurisdiction shall not impair, invalidate or nullify the remainder of this agreement. The effect of any such holding shall be confined to the portion so held invalid.

19. ASSIGNMENT OF LEASE

This lease or any portion thereof or any interest therein shall not be assigned, transferred, conveyed, sublet or disposed of without the previous content, in writing, or the LESSOR.

20. RESOLUTION OF CONFLICTS

Any dispute or conflict resulting from this agreement shall be resolved as per Louisiana Revised Statute 39:1673, 39:1681, 39:1685, & 39:1691.

**STATE OF LOUISIANA
PARISH OF LAFOURCHE**

THUS DONE AND SIGNED by NICHOLLS STATE UNIVERSITY in six originals this ____ day of _____, 2018 in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereto.

WITNESSES:

NICHOLLS STATE UNIVERSITY

By: _____
Dr. Jay Clune
President
Nicholls State University

**STATE OF LOUISIANA
PARISH OF TERREBONNE**

THUS DONE AND SIGNED by START CORPORATION in six originals this ____ day of _____, 2018 in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereto.

WITNESSES:

START CORPORATION

By: _____
Name: _____
Title: _____

Lease attachment B - Areas to be Leased



NOTED TO BE SPECIFIC TO A PARTICULAR APPLICATION AND SHOULD NOT BE USED AS A GENERAL REFERENCE FOR A PROJECT. PROJECTS THAT INVOLVE A CHANGING OF DESIGN, TYPE, LOCATION, OR DIMENSIONS, SHOULD BE REFERENCED TO THE DESIGN TEAM, MANUFACTURER OF PRODUCT, FOR THE CORRECT TYPE OF DIMENSIONS, AS TO WHETHER AN ADJUSTMENT IS TO BE MADE AND TO SPECIFICATIONS FOR INSTALLATION FOR STANDARD PRACTICE.

LIGHTING PLAN
SCALE: 1/8" = 1'-0"

MA

HOUSTON, J. LINDSIE, JR., ARCHITECT
MARCELLO & ASSOCIATES, A/P/O
DAVID P. VAPALSTINE, ARCHITECT
A JOINT VENTURE

1205 Sawyer Street, Houston, Louisiana 70008 - (504) 891-1000

ALLIED HEALTH CENTER EDUCATION BUILDING
NICHOLLS STATE UNIVERSITY
236 CIVIC CENTER BLVD.
LITCHING PLAN

REV. DATE
11-08-99

SHEET NUMBER

Lease Attachment A
Duhe Building Aerial View



**BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM**

FACILITIES PLANNING COMMITTEE

February 22, 2018

- Item G.4. University of Louisiana Monroe's request for approval to lease 3,003 square feet of University campus health clinic space located at 1140 University Avenue (Rooms 101-127) in Monroe, Louisiana to Affinity Health Group, LLC.**

EXECUTIVE SUMMARY

As allowed by R.S. 17:3361 (2)(a), the University is requesting approval to lease 3,003 square feet of space in its University Health Clinic building, located at 1140 University Avenue (Rooms 101-127) in Monroe, Louisiana to the Affinity Health Group, LLC (Affinity). Affinity is a for-profit healthcare provider of primary and preventative healthcare services. Affinity is a wholly-owned subsidiary of Vantage Health Plan, with corporate offices located at 300 DeSiard Street in Monroe.

Affinity has multiple primary care provider sites throughout the North Louisiana region and has remained committed to high-quality healthcare for several years. This lease agreement will exist in concert with a services agreement between Affinity and ULM, whereby Affinity provides preventative and primary care health services to students, faculty, and staff as requested, with no costs to uninsured students. For this reason, the space is leased at no annual cost to Affinity.

This lease, and the associated preventative health services, align with the University of Louisiana at Monroe's mission, vision, and values by promoting a campus atmosphere in which students, faculty, and staff are provided rapid access to preventative and primary healthcare in a manner that promotes learning.

ULM provides the clinic space to Affinity at zero annual lease cost, as Affinity is providing a much needed service to ULM students, faculty, and staff under a service arrangement. ULM will pay Affinity a maximum annual health service fee of \$175,000. Affinity provides key health professionals and support staff, necessary medical supplies, non-scheduled pharmaceuticals, and the maintenance of the patients' electronic health records under the terms of the service agreement. The initial lease period will be for three years, with the opportunity to renew the lease for two additional three-year periods.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana at Monroe's request for approval to lease 3,003 square feet of University campus health clinic space located at 1140 University Avenue (Rooms 101-127) in Monroe, Louisiana to Affinity Health Group, LLC.

BE IT FURTHER RESOLVED, that the University of Louisiana at Monroe shall obtain final review from UL System staff, legal counsel and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements.

BE IT FURTHER RESOLVED, that the President of the University of Louisiana at Monroe and his or her designee is hereby designated and authorized to execute any and all documents necessary to execute the Lease Agreement.

AND FURTHER, that the University will provide the System office with copies of all final executed documents for Board files.

University of
LOUISIANA
Monroe

G 4

Office of the President

700 University Avenue • Monroe, LA 71209-3000
Phone: 318.342.1010 • Fax: 318.342.1019

February 8, 2018

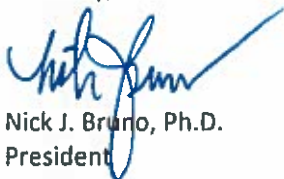
Dr. James B. Henderson, President
University of Louisiana System
1201 Third Street, 7-300
Baton Rouge, LA 70802

Dear Dr. Henderson:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval to lease 3,003 square feet of space in the University Health Clinic building to the Affinity Health Group, LLC.

Thank you for your consideration.

Sincerely,



Nick J. Bruno, Ph.D.
President



LEASE

The Board of Supervisors for the University of Louisiana System

On behalf of the University of Louisiana at Monroe to Affinity Health Group, L.L.C

WHEREAS this Lease (the "Lease") is made and entered into by and between The Board of Supervisors of The University of Louisiana System ("ULS" on behalf of University of Louisiana at Monroe (hereinafter referred to as "ULM" or "Lessor"); and Affinity Health Group, L.L.C ("Affinity") a privately held limited liability company, having its principal place of business at 300 DeSiard Street Monroe, LA, 71201 (sometimes hereinafter referred to as the "Lessee"); provides as follows:

WITNESSETH:

WHEREAS, in response to Lessor's Request for Proposal 50006-106 (herein referred to as the "RFP") to provide an integrated and affordable college student health service program, with an emphasis on preventative care on the Lessor's Campus, Affinity Health Group, L.L.C. has been selected to provide the said services; and

WHEREAS, this Lease is for the provision and management of student, faculty, and staff-centered, innovative, and cost effective health services on the Lessor's campus. Student learning is influenced by student health and wellness. Students who are ill have increased absenteeism, lowered ability to concentrate and learn, and ultimately, are less likely to successfully complete their programs of study.

WHEREAS, Lessee agrees to furnish those services detailed in its proposal, referenced exhibits, and appendices ("Proposal") in response to ULM's RFP 50006-106 which relates to the student health services at Lessor's Student Health Center. The RFP, Addendum and Lessee's Proposal detail the scope of services to be furnished and Lessor and Lessee's related obligations therein, including the location for health services to be provided in the clinic space located at 1140 University Avenue, Monroe, La.;

NOW AND THEREFORE, in consideration of the mutual benefits accruing to the parties under this Lease, the parties do enter into this Lease under the following terms and conditions;

1. The Lessee agrees to furnish those services detailed in the proposal to ULM's RFP 50006-106 which relates to the ULM Student Health Center. The RFP and Lessee's Proposal and referenced exhibits define the scope of services to be furnished and Lessor's and Lessee's related obligations therein. The RFP further defines the facilities and services which Lessor will provide at no cost to the Lessee. Services to the students, faculty, or staff will be provided as agreed upon in the Affinity response to the RFP. The Lessee will abide by insurers' rate schedules. Pursuant to the Proposal, uninsured patients at the ULM Health Center will receive clinic services for no charge.
2. Either party may terminate this Lease for cause, as defined under Louisiana law based upon the failure of a party to comply with the terms and conditions of the Lease. In such event, the terminating party shall provide written notice specifying the problem to be corrected. If the problem is not resolved within thirty (30) days of notice or if the problem is such that additional time is required and remains unresolved after a reasonable period, the terminating party may then place the other party in default and the Lease shall terminate on the date set forth in the notice.

3. Lessor may terminate the Lease without cause at any time by giving one hundred eighty (180) days written notice to the Lessee

4. All records, reports, documents and other material delivered or transmitted to Lessee by Lessor shall remain the property of the Lessor and shall be returned by Lessee to Lessor, at Lessee's expense at termination or expiration of this Lease. All records, reports, documents, or other material related to this Lease and/or obtained or prepared by Lessee in connection with the performance of the services contracted for herein shall become the party of the Lessor and shall upon request, be returned by Lessee to Lessor, at Lessee's expense, at termination of the Lease. Notwithstanding the foregoing, Lessee shall retain all records, reports, documents or other material prepared by or for the Lessee in connection with the delivery of medical related services and shall maintain the same in compliance with HIPAA and all other applicable federal and state laws and regulations. In addition, all records, reports, documents, or other material prepared by or for the Lessee in connection with all services rendered under this Lease, which in Lessee's opinion are confidential or proprietary in nature, shall remain the property of the Lessee.

5. The Lessee shall not assign any interest in this Lease and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of Lessor. Notice of any such assignment or transfer shall be furnished promptly to the Lessor.

6. It is hereby agreed that the Legislative Auditor of the State of Louisiana, ULM's internal Auditor and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of the Lessee which relate to this Lease.

7. In accordance with the authority provided in La.R.S. 17:3361 the term of this Lease will be for three (3) years starting October 4, 2017 and ending October 3, 2020. Two (2) additional three (3) year extensions may be considered at the discretion of the University and acceptance by Affinity.

8. The Lessee agrees to abide by the requirements of the following, as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Lessor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

9. Legal requirements with the RFP and the Laws of Louisiana shall apply.

10. This Lease together with the RFP, Contract, and Lessee's Proposal constitute the entire agreement between the parties.

11. The HIPPA Privacy and Business Associate Agreement is a sub agreement marked as Appendix A and is incorporated herein by reference.

THUS DONE AND SIGNED, effective this ____ day _____ of 20 ____ before the undersigned competent witnesses:

WITNESSES:

LESSEE:

AFFINITY HEALTH GROUP, LLC

MIKE W. BREARD
Executive Vice President

BY: _____

NOTARY PUBLIC

THUS DONE AND SIGNED, effective this ____ day _____ of 20____ before the undersigned competent witnesses:

WITNESSES:

LESSEE: UNIVERSITY OF LOUISIANA AT MONROE
DR. NICK J. BRUNO
President

BY: _____

NOTARY PUBLIC

THUS DONE AND SIGNED, effective this ____ day _____ of 20____ before the undersigned competent witnesses:

WITNESSES:

LESSEE: UNIVERSITY OF LOUISIANA SYSTEM
Board of Supervisors, acting through
Dr. Jim Henderson, President

BY: _____

NOTARY PUBLIC

**BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM**

FACILITIES PLANNING COMMITTEE

February 22, 2018

- Item G.5.** **University of New Orleans’ request for approval to rename the performing arts center located on the University campus along Milneburg Road as “The Robert E. Nims Performing Arts Center.”**

EXECUTIVE SUMMARY

The University requests approval to rename the performing arts center located on the University campus along Milneburg Road as “The Robert E. Nims Performing Arts Center.” The posthumous contributions of Robert E. Nims were instrumental in the establishment of a Louisiana Board of Regents Support Fund endowment at the University of New Orleans, *Robert E. Nims Endowed (Super) Chair in Entertainment Amusement and Multi-Media Industries*, and *Robert & Jeri Nims Center for Entertainment Arts and Multi-Media Technology* (“Nims Center”) with the University of New Orleans Foundation. The Nims Center, located in Jefferson Parish, is a 90,000-plus-square-foot creative complex focused on training the next generation of film makers and entertainment workforce while generating economic benefits for the region.

The philanthropy of the late Mr. Nims and his family has also supported the University’s student athletes, the 50th Anniversary Scholarship Fund, an annual graduate thesis project and post Katrina renovations to theatres inside the performing arts center and on-campus sound stage access. Following his death, friends, business associates and family created the LAMOA Bob Nims Memorial Scholarship Fund. Robert Nims loved music and this fund provides scholarships to the University’s Department of Music for students pursuing musical studies.

See attached for further information.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of New Orleans’ request for approval to rename the performing arts center located on the University campus along Milneburg Road as “The Robert E. Nims Performing Arts Center.”



THE UNIVERSITY of
NEW ORLEANS

OFFICE OF THE PRESIDENT

January 5, 2017

James B. Henderson, PhD
President
University of Louisiana System
1201 North Third Street Suite 7-300
Baton Rouge, LA 70802

Re: The Robert E. Nims Performing Arts Center

Dear Dr. Henderson:

On behalf of the University of New Orleans, I am requesting that the attached proposal for dedication of a performing arts building on the University of New Orleans campus as "The Robert E. Nims Performing Arts Center" be submitted to the University of Louisiana System Board Of Supervisors for its consideration and approval.

Please feel free to contact me if you have any additional questions regarding this matter. You may reach me via email at jnicklow@uno.edu.

Sincerely,

John W. Nicklow, PhD
President

To: University of Louisiana System President James B. Henderson and members of the University of Louisiana Board of Supervisors

Date: January 5, 2018

Re: The Robert E. Nims Performing Arts Center

1. Summary

The University of New Orleans ("University") requests that the performing arts center located on the University campus along Milneburg Road be dedicated as "The Robert E. Nims Performing Arts Center" in recognition of Robert E. Nims' significant economic, financial and charitable contributions to the State of Louisiana, the City of New Orleans and the University.

Robert E. Nims came to New Orleans when he served with the Merchant Marines in World War II. After the war, he moved to the city and stayed until his death. Founder of the Lucky Coin Machine Co., Mr. Nims spent over fifty years in the coin machine industry. During that time, he helped found the trade organization, Louisiana Amusement & Music Operators Association ("LAMO"), serving as its president and later as president of the industry's national association. Shortly after founding Lucky Coin Machine, Robert founded AMA Distributors, a wholesaler of coin-operated machines.

The posthumous contributions of Robert E. Nims were instrumental in the establishment of a Louisiana Board of Regents Support Fund endowment at the University of New Orleans, *Robert E. Nims Endowed (Super) Chair in Entertainment Amusement and Multi-Media Industries*, and *Robert & Jeri Nims Center for Entertainment Arts and Multi-Media Technology* ("Nims Center") with the University of New Orleans Foundation. The Nims Center, located in Jefferson Parish, is a 90,000 plus square foot creative complex focused on training the next generation of film makers and entertainment workforce while generating economic benefits for the region.

The philanthropy of the late Mr. Nims and his family has also supported the University's student athletes, the 50th Anniversary Scholarship Fund, an annual graduate thesis project and post Katrina renovations to theatres inside the performing arts center and on-campus sound stage access. Following his death, friends, business associates and family created the LAMO Bob Nims Memorial Scholarship Fund. Robert Nims loved music and this fund provides scholarships to the University's Department of Music for students pursuing musical studies.

In addition to the University, the philanthropy of the late Mr. Nims and his family has extended to many other organizations in the community including Sacred Heart Academy, Audubon Institute, New Orleans Center for the Creative Arts and The National WWII Museum.

2. Budget Note

Not applicable. The cost of any plaques or other expense related to the naming will be paid for with non-state funds.

3. Related Documents

This proposal is in compliance with University of Louisiana Board of Supervisors: C-VI Facilities Planning.